**UNITED STATES OF AMERCIA**
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**
**REGION 28**

**QWEST WIRELESS LLC**[1]

**Employer**

**and** **Case 28-RC-6224**

**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 7019, AFL-CIO, CLC**

**Petitioner**

## DECISION AND DIRECTION OF ELECTION

The Petitioner seeks an election in a unit comprised of all field engineers and switch engineers employed by the Employer in the State of Arizona, a unit comprised of approximately nine employees. Contrary to the Petitioner, the Employer contends that the only appropriate unit should include an employer-wide unit of the Employer's field engineers and switch engineers, a unit comprised of approximately 67 employees employed in eight different states. Based upon the reasons more fully set forth below, I find that the unit sought by the Petitioner is appropriate for purposes of collective bargaining. In reaching this conclusion, I rely on the fact that two supervisors exercise significant local autonomy with regard to the Arizona field and switch engineers, that there is minimal contact and interchange between the Arizona field and switch engineers and those located in the other seven states, the geographical distance between the Arizona and the other field and switch engineers, and the lack of bargaining history between the parties.

## DECISION

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the National Labor Relations Board. Upon the entire record in this proceeding, I find:

1. **Hearing and Procedures:** The Hearing Officer's rulings made at the hearing are free from prejudicial error and are affirmed.

2. **Jurisdiction:** The parties stipulated that the Employer, Qwest Wireless, LLC, a Delaware corporation, provides local and business wireless data, internet and related services in a 14-state area, including Arizona. During the 12-month period preceding the hearing in this matter, the Employer, in the course and conduct of its business operations,

[1] The name of the Employer appears as corrected at the hearing.

derived gross annual revenues in excess of $1,000,000 from the performance of its services and purchased and received at its Arizona facilities goods and materials valued in excess of $50,000 directly from points located outside the State of Arizona. The Employer is engaged in commerce within the meaning of the Act, and, therefore, the Board's asserting jurisdiction in this matter will accomplish the purposes of the Act.

3. **Claim of Representation:** The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.

4. **Statutory Question:** A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. **Unit Finding:** The primary issue presented in this case is whether a unit comprised of the Employer's field and switch engineers employed in the State of Arizona is an appropriate unit or whether the only appropriate unit is an Employer-wide unit of field and switch engineers. To provide a context for my discussion of this issue, I will present background facts regarding the Employer's operations, the supervision hierarchy, the duties and responsibility of field and switch engineers, survey the law regarding community of interest, and set forth the basis for my conclusion on the issues presented. There is no history of collective-bargaining in the unit that is the subject of these proceedings.

### A. The Employer's Operations

The Employer, Qwest Wireless, LLC, provides wireless telephone and data services. In providing these services the Employer employs approximately 67 field and switch employees in eight states including: seven field and two switch engineers in Arizona; nine field and five switch engineers in Colorado; three field and two switch engineers in Utah; two field and two switch engineers in New Mexico; six field and three switch engineers in Minnesota; two field and one switch engineers in Nebraska; eight field and two switch engineers in Oregon; and eight field and four switch engineers in Washington. Of the nine field and switch engineers in Arizona, five field engineers work out of Scottsdale, Arizona, and two field engineers work out of Tucson, Arizona, and two switch engineers work out of Phoenix, Arizona.

The supervision of the Employer's field and switch engineers varies. Gary Glazier is the Field Supervisor of Arizona Cell Operations and reports to Mack Dobkins, who is Director of Field Network Operations. Dobkins, in turn, reports to Ken Frensley, Senior Director of Field Operations for the Employer's southern region. Frensley has responsibilities over Arizona, New Mexico, Wyoming, Colorado, and Utah, but not Nebraska, Minnesota, Oregon, or Washington where the Employer employs the other field and switch engineers. Dave Vernli oversees field operations in these latter four states.

Glazier has been the supervisor of the Arizona field and switch engineers for about a year. Glazier decides the regular working hours of, approves overtime and vacation requests

by, and annually issues a written evaluation to, the Arizona field and switch engineers. Arizona field engineers regularly raise questions about their job assignments or scheduling to Glazier. The field engineers take turns working in an on-call capacity to ensure that there is always an on-call field engineer available in the Phoenix and Tucson areas. Since there are fewer Tucson field engineers than Scottsdale field engineers to cover this on-call work, Glazier had approved the rotation of one Scottsdale field engineer to Tucson for one week every third week to assist with on-call work in Tucson.

Glazier supervises no field or switch engineers in any other state. Rather, the Employer employs other comparable supervisors to supervise field and switch engineers in those other states. Dobkins also has supervisory responsibilities over the field and switch engineers in Arizona, and over certain other Arizona employees such as four radio frequency engineers who deal with the equipment's software, such as signal emanation in contrast to dealing with the equipment's hardware, worked on by the field engineers. At times, Glazier, before disciplining an Arizona field or switch engineer, has brought matters to Dobkins' attention.

The Employer's Arizona field and switch engineers are responsible for the day-to-day oversight over, and maintenance of, the Employer's cellular telephone equipment. Among other tasks, the two Arizona switch engineers monitor the airway traffic, determine when various facilities are reaching their capacities, and, when necessary, place orders for additional lines. The field engineers maintain and repair the Employer's wireless platforms that encompass everything from the ground underneath the platform to the beacon shining above it, to keep the cellular telephone equipment operational. The Arizona field and switch engineers perform the same job functions as the field and switch engineers employed by the Employer in the other seven states.

As to the specific job assignments of the Arizona field and switch engineers, in September 2003, Glazier provided them with a document entitled "Field/Network Engineers Duties and Back Up," which sets out 36 various job assignments and the names of specific field or switch engineers who had primary or secondary responsibility to routinely perform each of these assignments. In addition to performing the work assigned by Glazier, the Arizona field engineers use their laptop computers to examine the cellular telephone network sites and spend almost half their workday responding to problems observed. The remaining half of their day is spent responding to cellular network problems brought to their attention by the switch engineers. Switch engineers bring these problems to the attention of those field engineers who are located closest to the problem. The records establish that a limited number of assignments, perhaps one or two per day, are forwarded to engineers from the Employer's wireless National Operations Center (NOC) located in Denver, Colorado. Employees at NOC respond to, and decipher, alarms in the system and equipment problems, and contact either a field engineer, or more often, a switch engineer near the geographical location experiencing the problem to repair the matter. Engineers who need clarification of a work order typically speak to Glazier, who usually resolves the matter without speaking to a higher level manager. At times, Arizona field engineers also speak to Dobkins about assignments or work problems.

The switch engineers in Phoenix work with the various field engineers in Arizona on a daily basis. Each workday morning there is a meeting involving the Scottsdale-based field engineers and the Phoenix-based switch engineers. As noted, in addition to receiving work assignments from Glazier, the Scottsdale field engineers receive about 50 percent of their daily assignments from the switch engineers in Phoenix. Glazier conducts regular weekly meetings in Scottsdale with the Arizona field engineers and switch engineers who attend either in person or by telephone conference call.

There is no record evidence of any permanent transfers of Arizona field or switch engineers to an Employer facility in another state. The record indicates only one instance of an engineer transferring into Arizona from another state during the past six years. During the same period of time, there have been four instances of Arizona-based engineers being detailed to work sites outside Arizona. One involved three or four Arizona field engineers temporarily sent to Los Alamos, New Mexico, to help provide a mobile cellular telephone site to enable New Mexico customers to utilize their phones following a devastating fire. During this unspecified year, these Arizona-based engineers reported one at a time, consecutively, to New Mexico, working two or three-week stints before being relieved by another Arizona field engineer. Two other details involved Arizona-based employees assisting the launch of the Employer's cellular phone service in other states. In 1998 or 1999, two Arizona field engineers volunteered to go to Seattle, Washington, to help launch the Employer's wireless service at that location. The first of these two field engineers worked in Seattle for about two weeks and was replaced by another field engineer who worked in Seattle for eight weeks. Similarly, in 1999, two Arizona field engineers went to Albuquerque, New Mexico, for a week or two at a time to help launch the Employer's wireless service at that location. The fourth situation took place in 2002, when two Arizona field engineers volunteered to be detailed to Salt Lake City, Utah, for stints ranging from two weeks to a month for the purpose of providing cellular telephone assistance during the 2002 Winter Olympics. While the above constitutes the extent of temporary details of Arizona-based engineers to other states, the record also reveals relatively infrequent casual interaction between field engineers in Arizona and those in other states. For instance, one Arizona field engineer testified that he occasionally discussed technical matters or questions with a Seattle-based field engineer.

Cellular telephone sites located within the State of Arizona provide wireless services to customers located only within that cellular geographic area. Thus, a work stoppage by the petitioned-for employees in Arizona would have virtually no effect on the wireless telephone services provided by the Employer in the seven other states.

Of the Employer's 3,023 network cellular telephone sites, about 670 sites use Ericcson equipment and more than 2,300 use Lucent equipment. The Employer's field and switch engineers in New Mexico, Utah, Nebraska, and parts of Oregon, use Ericcson equipment in their geographical areas and are trained by the Ericcson company on Ericcson equipment in San Diego, California. In contrast, the Arizona field and switch engineers as well as Employer engineers in several other states, use Lucent Equipment and receive training by the Lucent company on Lucent equipment in Orlando, Florida. Employees of a variety of cellular telephone companies attend this training. Field and switch engineers from New Mexico and other states using Ericcson equipment would require additional training before they could

qualify to work on Lucent equipment, and vice versa. The record reveals that additional training entails a four to six-hour training session, including a walk-through of the equipment. In several weeks time, engineers so trained would be expected to be fairly productive on the Lucent equipment.

The Employer (Qwest Wireless) is a subsidiary of its parent corporation, Qwest Corporation. It shares a single Human Resources Department with Qwest Communications, Inc, (Qwest Communications) another subsidiary and separate legal entity of Qwest Corporation, incorporated in Delaware, providing local and business telecommunications, data, internet and related services in a 14-state service area, including Arizona. The Human Resources Department oversees a singular "Code of Conduct" applicable to employees employed by both Qwest Communications and the Employer. The Human Resources Department and closely-related departments, such as the payroll department, oversee various personnel policies applicable to all of the Employers' field and switch engineers, including policies related to hiring, transfers, leaves of absence, rates of pay, pay dates, and layoffs. As a result, the Employer's field and switch engineers in Arizona are subject to the same payroll policies, bonus plans, and fringe benefit plans, including pension, health care, and 401(k) plans, as Employer field and switch engineers in the seven other states. Employer field and switch employees throughout the company are not required to wear uniforms, insignias, or badges. The Employer offers its employees a discount on local land-line telephone services offered by Qwest Communications, if the employee resides in an area serviced by Qwest Communications.

The Human Resources Department works in conjunction with local supervisors and managers. For instance, the Employer's field and shift engineers work under a corporate-wide "assumed reporting" system under which the Employer assumes that these employees work a 40-hour work week, absent employees electronically notifying the Human Resources Department of exceptions such as overtime, vacation, and sick leave. Supervisors of employees within Arizona, such as Gary Glazier or Mark Dobkins, receive and review reports summarizing the employee-reported exceptions to the 40-hour week. Similarly, if Dobkins believes that he needs to hire another field or switch engineer in Arizona, after receiving the approval of Frensley, the next higher level manager in the company, Dobkins would need to contact the Human Resources Department. It would create a job requisition, advertise the opening, screen the applicants, and provide Dobkins with a list of qualified applicants. Likewise, Dobkins would consult with the Human Resources Department before discharging an Arizona field or shift engineer.

None of the Employer's field or switch engineers, including those in the petitioned-for unit in Arizona, has ever been covered by a collective-bargaining agreement. In contrast, since at least 1986, Qwest Communications, or its predecessors, has negotiated employer-wide agreements with the Communications Workers of America (CWA), that cover employees in various other job classifications in 14 different states. In 1986, three different regional Bell companies, Pacific Northwest Bell, Mountain Bell, and Northwest Bell, merged to form US West. At the time of the merger, each of the Bell entities had separate collective-bargaining agreements with the CWA that were maintained until 1989, when two national agreements were negotiated between US West and the CWA, covering employees in all 14

states. In 1992, the CWA and US West merged those two collective-bargaining agreements into a single agreement. The parties bargained successor collective-bargaining agreements in 1992 and 1995. In 2000, Qwest Corporation acquired US West, and Qwest Communications and the CWA agreed to extend these collective-bargaining agreements to 2003. In 2003, Qwest Corporation and Qwest Business Resources Inc. together jointly reached a collective-bargaining agreement with CWA, effective August 17, 2003 to August 13, 2005, covering a variety of their employees, none of which is employed by the Employer. Qwest Corporation also has another collective-bargaining agreement with the CWA, entitled "Agent Services Agreement," covering certain other employees in the 14 states, which is effective by its terms from April 21, 2001 to July 31, 2004. Similarly, up until July 2003, when Qwest Corporation completed the sale of a subsidiary, Qwest Dex, Qwest Dex had a contract with the CWA covering certain of its employees in the same 14-state area. As noted, none of the aforementioned collective-bargaining agreements has ever covered Employer field or switch engineers, nor any other employees of the Employer.

The issue of whether or not the Employer would be considered a public utility company as described under Board caselaw was not raised at the hearing, and neither the Petitioner nor the Employer has claimed that the Employer is, in fact, a public utility company. Rather, the Employer notes in its brief that it is necessary for Qwest Corporation, the parent corporation, to maintain several business subsidiaries because, among other reasons, Qwest Corporation operates both regulated and non-regulated businesses. In order to comply with legal requirements relating to the operation of regulated and non-regulated enterprises, Qwest Corporation established several subsidiaries, including the Employer. The inference is that the Employer is not a *regulated* business entity and should not be considered a public utility company.

### B. Legal Analysis and Determination

Section 9(b) of the Act provides that "the Board shall decide in each case whether to assure to employees fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, or subdivision thereof." It is well established under Board law that the Act does not require the unit for bargaining be the optimum, or most appropriate unit, but only an appropriate unit. *Home Depot USA*, 331 NLRB 1289, 1290 (2000); *Overnight Transportation Co.*, 322 NLRB 723 (1996). An appropriate unit insures to employees "the fullest freedom in exercising the rights guaranteed by the Act." *Morand Brothers Beverage Co.*, 91 NLRB 409 (1950), enfd, 190 F. 2d 576 (7th Cir. 1951); *Dinah's Hotel and Apartments*, 295 NLRB 1100 (1989). A union is not required to seek representation in the most comprehensive grouping of employees unless "an appropriate unit compatible with the requested does not exist." *P. Ballantine & Sons*, 141 NLRB 1103 (1962). Furthermore, in *Pacemaker Mobile Homes*, 194 NLRB 742, 743 (1971), the Board explained that when no other labor organization is seeking a unit larger or smaller that the unit requested by the petitioner, the sole issue to be determined is whether the unit requested by the petitioner is an appropriate unit.

In determining whether a petitioned-for unit is an appropriate unit, the Board addresses whether the employees share a community of interest. *Home Depot USA, Inc.*,

supra, 331 NLRB at 1290; *The Boeing Company*, 337 NLRB No. 24 (2001). In *Home Depot USA, Inc.*, supra, at 1291, the Board stated that factors it considers in determining community of interest among different groups of employees include:

> a difference in method of wages or compensation; different hours of work; different employment benefits; differences in job functions and amount of working time spent away from the employment or plant sites . . . the infrequency or lack of contact with other employees; lack of integration with the work functions of other employees or interchange with them; and history of bargaining [*Kalamazoo Paper Box Corp.*, 136 NLRB 134, 137 (1962)].

No one of the above factors has controlling weight and there are no per se rules to include or exclude any classification of employees in any unit. *Airco, Inc.*, 273 NLRB 348 (1984).

The Employer contends that the Board, in cases such as *Navato Disposal Services, Inc.*, 328 NLRB 820 (1999), and *R & D Trucking, Inc.*, 327 NLRB 531 (1999), recognizes the presumption that a single facility is appropriate unless the party opposing the presumption presents sufficient evidence to rebut the presumption. It is well settled under Board law that a single-facility unit is a presumptively appropriate unit. *Dixie Belle Mills, Inc.*, 139 NLRB 629, 631 (1962). However, the Petitioner seeks a unit of employees who work out of facilities in Phoenix, Scottsdale, and Tucson, Arizona. Thus, the unit sought by the Petitioner is a multi-facility statewide unit. In these circumstances, the single-facility presumption is inapplicable. See *Hazard Express, Inc.*, 324 NLRB 989 (1997); *Capital Coors Co.*, 309 NLRB 322 fn.1 (1992); *NLRB v. Carson Cable TV*, 795 F.2d 879, 886-887 (9th Cir. 1986); *Esco Corp.*, 298 NLRB 837 (1990).

In the public utility industry, a system-wide unit is the optimum bargaining unit. See e.g. *Colorado Interstate Gas Co*., 202 NLRB 847 (1973). In *Baltimore Gas & Electric Co*., 206 NLRB 199, 201 (1973), the Board explained the rationale for this principle as follows:

> As the parties are aware, the line of Board precedents developed for the public utility industry contains frequent expression of the Board's view that a system-wide unit is the optimal appropriate unit in the public utility industry and of the strong considerations of policy which underlie that view. That judgment has plainly been impelled by the economic reality that the public utility industry is characterized by a high degree of interdependence of its various segments and that the public has an immediate and direct interest in the uninterrupted maintenance of the essential services that this industry alone can adequately provide. The Board has therefore been reluctant to fragmentize a utility's operations. It has done so only when there was compelling evidence that collective bargaining in a unit less than system-wide in scope was a "feasible undertaking" and there was no opposing bargaining history. As an examination of the cases in which narrower units have been found appropriate indicates, it was clear in each case that the boundaries of the requested unit conformed to a well-defined administrative

segment of the utility company's organization and could be established without undue disturbance to the company's ability to perform its necessary functions.

It is unclear from the record that the Employer is a public utility. The Employer was not described as a public utility in the commerce stipulation reached by the parties in this case. Indeed, neither party at the hearing or in their post-hearing briefs claimed that the Employer is a public utility. While land-based telephone services have often been considered to be public utilities, there is no case law finding a cellular wireless telephone entity to be a public utility. In its post-hearing brief, the Employer stated that Qwest Corporation operates both regulated and non-regulated businesses and, in order to comply with the legal requirements to operate regulated and non-regulated enterprises, Qwest Corporation established several business subsidiaries, including the Employer. However, the Employer did not explicitly state, and there is no record evidence regarding, whether the Employer operates as a regulated or non-regulated enterprise. Moreover, the record evidence establishing that a work stoppage among the field and switch engineers in Arizona would not affect wireless services for the Employer's customers outside the State of Arizona suggests that there is not a high degree of interdependence among the Employer's various segments, a common characteristic of public utilities. Id. This evidence suggests that there are local land-line telephone services offered by Qwest Corporation or other companies in the areas in which the Employer provides cellular telephone services, and, therefore, the Employer is not the sole provider of essential telephone services in these areas, another common characteristic of public utilities. Id.

Based on the foregoing, I conclude that the record is insufficient to establish that the Employer is a public utility. Thus, I find that the public utility industry presumption related to system-wide bargaining units is inapplicable, and I shall rely on the straight-forward application of the community of interest factors to determine the appropriate unit. In analyzing those factors, I conclude that the Employer's field and switch engineers in Arizona share a sufficient separate community of interest so as to constitute a separate appropriate unit.

Turning first to the factor of supervision, the record reveals that employees in the petitioned-for unit are under the common and separate supervision of Field Supervisor of Arizona Cell Operations Glazier and Director of Field Network Operations Dobkins. Glazier is responsible for assigning their work, approving their overtime requests, conducting weekly meetings among them, and evaluating these employees on an annual basis. See *Advanced Industrial Services*, 225 NLRB 151, 152 (1976) ("common direct supervision" supports finding that requested unit had a sufficient community of interest). In *Novato Disposal Services, Inc.*, supra, 318 NLRB at 820, 822, the fact that the company's owner and operations manager supervised each of the employer's locations was a fact which led the Board to find that the single facility presumption had been rebutted. These two individuals divided their time between each of the company's locations. In contrast, in the instant case it is undisputed that Glazier supervises only the Arizona field and switch engineers and that other states have comparable supervisors who supervise the field and switch engineers there.

Second, as to centralized control over daily operations and labor relations, including the extent of local autonomy, I find that while the Human Resources Department has developed and overseen the Employer's employer-wide Code of Conduct and other policies and procedures related to hiring, transfers, leaves of absences, wages, discipline, and layoffs, there is also a significant local autonomy over labor relations. The Employer has its own separate supervisor for the field and switch engineers in Arizona, Glazier, who assigns different tasks to the Arizona engineers, answers their questions about assignments, imposes discipline on them after bringing the matter to Dobkins' attention, conducts weekly meetings of these employees, approves their overtime and vacation time requests, and annually evaluates them. In *Trane, an Operating Unit of American Standard Companies*, 339 NLRB No. 106 (July 29, 2003), the Board distinguished the facts before it (in which there was not a separate supervisor at each of the two facilities the employer insisted was the only appropriate unit) from *Bowie Hall Trucking*, 290 NLRB 41 (1988), in which the Board found the single-facility presumption was unrebutted due in part to a showing of "sufficient local autonomy" based upon evidence that the "local terminal manager conducted initial screening for new hires and was consulted on major disciplinary issues."

I find that the Arizona field and switch engineers, supervised by Glazier, as with the other groupings of Employer field and switch engineers overseen by a comparable supervisor, constitute a well-defined administrative segment of the Employer's organization. In *PECO Energy Co*., 322 NLRB 1074, 1079 (1997), the Board explained that less than system-wide units of a public utility industry may be appropriate where there is no opposing bargaining history, the proposed unit constitutes a well-defined administrative segment of the utility company's organization, and the unit can be established without undue disturbance to the company's ability to perform its necessary functions. In *Deposit Telephone Company, Inc*., 328 NLRB 1095 (1999), a case involving a utility company providing local and long distance telephone and related communication services, the Board found that a less than system-wide unit composed of the employer's 13 customer service technicians (CSTs) and the employer's sole maintenance employee constituted an appropriate unit. The company sought a system-wide unit which would include seven customer service representatives (CSRs), the assistant data processor, and the cashier, employees who worked out of the same Deposit facility as the CSTs and the sole maintenance employee. The Board found that the petitioned-for unit constituted a well-defined administrative unit because the company distinguished between the CSTs and the maintenance employee who worked as "field employees," who traveled outside the facility to install, maintain and repair poles and lines, and the remaining employees who worked entirely in the Deposit facility. The Board stated that the fact that the company did not have a formal "field" department did not require a system-wide unit. The Board observed that a sole supervisor supervised the CSTs and that the CSRs had separate supervision. The Board further noted that the CSTs interaction with the CSRs merely consisted of occasional phone calls and e-mails. Similarly, in the instant case, while there is no formal department of field and switch engineers in Arizona, the field and switch engineers in Arizona have their own supervision, separate from the immediate supervisors of the field and switch engineers in other states. Moreover, the record reveals only minimal contacts between field and switch engineers in Arizona with comparable employees in other states, as more fully discussed below.

Third, as to the similarity of employee skills, functions, and working conditions, while the employees in the petitioned-for unit share common pay and benefits, seniority rules and receive similar training as employees at the other facilities, there are differences. The field and switch engineers in Arizona are trained and are accustomed to working on Lucent equipment in Arizona. They would need additional training to perform work on the Ericcson equipment used by field and switch engineers in New Mexico, Utah, Nebraska, and parts of Oregon. Likewise field and switch engineers from these states would need additional training in order to perform work on the Lucent equipment in Arizona.

Fourth, as to the frequency of employee contact, while the record reveals regular contact between the various field and switch engineers in Scottsdale, Tucson, and Phoenix, the record reveals only minimal contacts between these employees and Employer field and switch engineers working in other states. For instance, these infrequent contacts take place when Arizona employees attend a Lucent training session every other year with some Employer engineers from other states, along with engineers from other companies, or when they informally contact an engineer in another state to discuss a technical question.

Fifth, as to the degree of employee interchange, the record shows that there has only been one permanent transfer of a field or switch engineer into Arizona from another state and not one permanent transfer of a field or switch engineer from Arizona into another state. While there have been four instances of temporary assignments outside of Arizona, these assignments were limited in nature and duration and involved exceptional circumstances. These facts stand in sharp contrast to *Novato Disposal Services*, supra, in which the Board relied upon on the "significant degree" of contact and interchange, including both permanent transfers and frequent temporary exchanges between the petitioned-for drivers, and drivers from the employer's other companies, and to *R & D Trucking,* supra, in which there was a "history of regular and substantial interchange" of employees between facilities, including transferring employees back and forth between facilities "at least a dozen times per month." In *J & L Plate,* 310 NLRB 429, 430 (1993), the Board explained that the evidence of minimal interchange and lack of meaningful contact between employees in the requested unit and comparable employees outside the unit diminished the significance of other factors such as the functional integration between the facilities. The Board has found that a low level of interchange among groups of employees indicates a separate community of interest. *American Security Corporation,* 321 NLRB 1145, 1146 (1996); *Executive Resource Associates,* 301 NLRB 400, 401 (1991).

Sixth, as to the functional integration of the employees in the requested unit with the work functions of other employees, I find that while the field and switch engineers in Scottsdale and Phoenix assist the Tucson field engineers, the field and switch engineers in Arizona receive minimal assistance from field and switch engineers from the other states. There appears to be very little overlap of work for field and switch engineers in Arizona with those of identical titles in the seven other states. The low level of functional integration is revealed by the record evidence that if there was a work stoppage among the field and switch engineers in Arizona, it would not affect wireless services for the Employer's customers outside the State of Arizona. See *New England Telephone and Telegraph,* 249 NLRB 1166, 1168 (1980) (employer's claims that only system-wide unit was appropriate rejected in part

because there was no evidence that a work stoppage among these requested employees in New Hampshire would impair the functioning of service centers in other states); *Michigan Bell Telephone Company,* 217 NLRB 424, 426 (1975) (less then system-wide unit rejected in part because a work stoppage in the requested unit would not impair the operations of the company's other commercial offices to any greater degree than a work stoppage among commercial employees of another telephone company).

Seventh, as to the geographical distances between facilities, I find that the field and shift engineers in the petitioned-for unit in Arizona are geographically distant from the Employer's field and shift engineers located in states such as Washington, Minnesota and Iowa. I find that the substantial distance between the sites where these field and shift engineers work in Arizona and where they work in the seven other states to be a significant factor weighing against an employer-wide unit and in favor of the more limited Arizona-based unit. See *Trane, an Operating Unit of American Standard Companies*, supra (Board states that it would generally consider a distance of 108 miles between facilities to be significant); *New England Telephone and Telegraph*, supra, 249 NLRB at 1168 (Board rejected the employer's claims that the only appropriate unit was a system-wide unit when the petitioning CWA requested a unit comprised of employees who are "located in and service a geographically distinct area" the entire State of New Hampshire, which had no geographical overlap with offices in other states). Similarly, in *Monagahela Power Company*, 176 NLRB 915, 917 (1969), the Board found that a less then system-wide unit, a requested unit of certain job classifications of the employer's employees located in the employer's panhandle division, was appropriate for a public utility company where the employer's operations were not only subdivided by administrative lines, but also subdivided by geographic lines. The Board noted that the requested employees working in the panhandle division "work within a well defined geographic area" which was located a considerable distance from the employer's central office and other administrative divisions.

Finally, as to the bargaining history, the Employer contends that in the past 10 years "the parties" have entered into successor collective-bargaining agreements among four Qwest Corporation business operations and CWA District 7, which covered job titles in the entire 14-state region. However, the bargaining history between Qwest Communications Inc. and the Union is not at issue in the present case. The Employer in the instant case is Qwest Wireless, and it is undisputed that there is no bargaining history between Qwest Wireless and the Union.

In sum, based on the record before me, I find that there is a significant community of interest shared among the Arizona field and switch engineers to warrant their inclusion in a separate appropriate unit, based primarily on their common supervision in Glazier and Dobkins; their training in, and use of, the same Lucent equipment; their frequent contacts and regular interchange among themselves; and their relatively close geographical proximity to one another. I further find that the Employer has failed to establish that an Employer-wide unit is the only appropriate unit. I base this finding on two supervisors' exercise of significant local autonomy with regard to the Arizona field and switch engineers; the minimal contact and interchange between the Arizona field and switch engineers and the non-Arizona employees; the significant geographical distance between the Arizona employees and the

non-Arizona employees; and the lack of bargaining history between the parties. Finally, I conclude that even if the record established that the Employer was a public utility, the presumption of a system-wide unit has been rebutted because the petitioned-for unit consists of a well-defined administrative segment of the Employer's operation, "there is no evidence that another labor organization seeks to represent the Employer's employees in a more comprehensive unit or that there is contrary bargaining history, and it does not appear that the Employer's ability to perform its necessary functions would be hindered" by the existence of the petitioned-for unit. *Deposit Telephone Company*, supra, 328 NLRB at 1031.

Based upon the foregoing, I find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> **INCLUDED:** All full-time and regular part-time field engineers and switch engineers employed by the Employer in the State of Arizona.
>
> **EXCLUDED:** All other employees, including office clerical employees, and guards and supervisors as defined in the Act.

There are approximately nine employees in the unit found appropriate.

## DIRECTION OF ELECTION

I direct that an election by secret ballot be conducted in the above unit at a time and place that will be set forth in the notice of election, that will issue soon, subject to the Board's Rules and Regulations. The employees who are eligible to vote are those in the unit who are employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike, which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Also eligible are those in military services of the United States Government, but only if they appear in person at the polls. Employees in the unit are ineligible to vote if they have quit or been discharged for cause since the designated payroll period; if they engaged in a strike and have been discharged for cause since the strike began and have not been rehired or reinstated before the election date; and if they have engaged in an economic strike which began more than 12 months before the election date and who have been permanently replaced. All eligible employees shall vote whether or not they desire to be represented for collective-bargaining purposes by:

**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 7019, AFL-CIO, CLC**

## LIST OF VOTERS

In order to ensure that all eligible voters have the opportunity to be informed of the issues before they vote, all parties in the election should have access to a list of voters and their addresses that may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, I am directing that within seven (7) days of the date of this Decision, the Employer file with the undersigned, two (2) copies of an election eligibility list containing the full names and addresses of all eligible voters. The undersigned will make this list available to all parties to the election. *North Macon Health Care Facility*, 315 NLRB 359 (1994). In order to be timely filed, the undersigned must receive the list at the NLRB Region 28 Office, 2600 North Central Avenue, Suite 1800, Phoenix, Arizona, 85004, on or before November 26, 2003. No extension of time to file this list shall be granted except in extraordinary circumstances. The filing of a request for review shall not excuse the requirements to furnish this list.

## RIGHT TO REQUEST REVIEW

Under the provision of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570. The Board in Washington must receive this request by December 3, 2003. A copy of the request for review should also be served on the undersigned.

**Dated** at Phoenix, Arizona, this 19th day of November 2003.

/s/Cornele A. Overstreet
Cornele A. Overstreet, Regional Director
National Labor Relations Board

420-1200
420-2900
420-4008
420-4600
420-5000
420-6280
440-1760-7801
440-3375-6200